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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 No. ED 5:18-cv-02104-SJO-PLAx

11 **Federal Trade Commission,**  
12 **Plaintiff,**  
13 **v.**

**STIPULATED PROTECTIVE**  
**ORDER**

14 **Jason Cardiff, et al.,**  
15 **Defendants.**  
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20 **1. GENERAL**

21 1.1 Purposes and Limitations. Discovery in this action is likely to involve  
22 production of confidential, proprietary, or private information for which special  
23 protection from public disclosure and from use for any purpose other than  
24 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
25 stipulate to and petition the Court to enter the following Stipulated Protective  
26 Order. The parties acknowledge that this Order does not confer blanket protections  
27 on all disclosures or responses to discovery and that the protection it affords from  
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1 public disclosure and use extends only to the limited information or items that are  
2 entitled to confidential treatment under the applicable legal principles. The parties  
3 further acknowledge, as set forth in Section 13.3, below, that this Stipulated  
4 Protective Order does not entitle them to file confidential information under seal;  
5 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
6 standards that will be applied when a party seeks permission from the court to file  
7 material under seal.

8       1.2 Good Cause Statement. This action is likely to involve trade secrets,  
9 customer and pricing lists, and other valuable research, development, commercial,  
10 financial, technical and/or proprietary information for which special protection  
11 from public disclosure may be warranted. Such confidential and proprietary  
12 materials and information consist of, among other things, confidential business or  
13 financial information, information regarding confidential business practices, or  
14 other confidential research, development, or commercial information (including  
15 information implicating privacy rights of third parties), information otherwise  
16 generally unavailable to the public, or which may be privileged or otherwise  
17 protected from disclosure under state or federal statutes, court rules, case decisions,  
18 or common law. Accordingly, to expedite the flow of information, to facilitate the  
19 prompt resolution of disputes over confidentiality of discovery materials, to  
20 adequately protect information the parties are entitled to keep confidential, to  
21 ensure that the parties are permitted reasonable necessary uses of such material in  
22 preparation for and in the conduct of trial, to address their handling at the end of  
23 the litigation, and serve the ends of justice, a protective order for such information  
24 is justified in this matter. It is the intent of the parties that information will not be  
25 designated as confidential for tactical reasons and that nothing be so designated  
26 without a good faith belief that it has been maintained in a confidential, non-public  
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manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

2.1 Action: Federal Trade Commission v. Jason Cardiff, et al., Civil Action No. ED 5:18-cv-02104-SJO-PLAx (C.D. Cal.).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 Commission: the Plaintiff, Federal Trade Commission.

2.4 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party or the Receiver that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1           2.9    House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.10 Non-Party: any natural person, partnership, corporation, association,  
5 or other legal entity not named as a Party to this action.

6           2.11 Outside Counsel of Record: attorneys who are not employees of a  
7 Party, Non-Party, or Receiver in this Action but are retained to represent or advise  
8 a Party, Non-Party, or Receiver in this Action and have appeared in this Action on  
9 behalf of that Party, Non-Party, or Receiver or are affiliated with a law firm that  
10 has appeared on behalf of that Party, Non-Party, or Receiver, including support  
11 staff.

12          2.12 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15          2.13 Producing Party: a Party or Non-Party or the Receiver that produces  
16 Disclosure or Discovery Material in this Action.

17          2.14 Professional Vendors: persons or entities that provide litigation  
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21          2.15 Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL.”

23          2.16 Receiver: the Receiver in this Action, Robb Evans & Associates LLC,  
24 including all of its officers, directors, employees, House Counsel, consultants,  
25 retained experts, and Outside Counsel of Record (and their support staffs).

26          2.17 Receiving Party: a Party or the Receiver that receives Disclosure or  
27 Discovery Material from a Producing Party.

1           2.18 Undercover Information: any information relating to undercover  
2 identities that Commission employees used in connection with their investigation,  
3 including undercover names and any related phone numbers, email addresses,  
4 physical addresses, credit card numbers, or other payment information  
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6 **3. SCOPE**

7           The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also (1) any information copied or  
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
10 compilations of Protected Material; and (3) any testimony, conversations, or  
11 presentations by Parties, Non-Parties, Receiver, or their Counsel that might reveal  
12 Protected Material.

13           Any use of Protected Material at trial shall be governed by the orders of the  
14 trial judge. This Order does not govern the use of Protected Material at trial.  
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16 **4. DURATION**

17           Once a case proceeds to trial, all of the court-filed information to be  
18 introduced that was previously designated as confidential or maintained pursuant  
19 to this protective order becomes public and will be presumptively available to all  
20 members of the public, including the press, unless compelling reasons supported  
21 by specific factual findings to proceed otherwise are made to the trial judge in  
22 advance of the trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172,  
23 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing  
24 documents produced in discovery from “compelling reasons” standard when  
25 merits-related documents are part of court record). Accordingly, the terms of this  
26 protective order do not extend beyond the commencement of the trial.  
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## 5. DESIGNATING PROTECTED MATERIAL

### 5.1 Exercise of Restraint and Care in Designating Material for Protection.

A Party, Non-Party, or the Receiver that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. For each document production that contains Protected Material, the Designating Party's counsel must provide a signed declaration at the time of production that: (A) certifies that information designated as Protected Material contains information not known to be in the public domain; and (B) identifies the specific or cognizable harm that would result if the Protected Materials were disclosed to the public or to unauthorized persons. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party, Non-Party, or the Receiver that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition is concluded) a right to have up to fourteen days to identify the specific portions of the testimony as to which protection is sought. Only those

portions of the testimony that are appropriately designated for protection within fourteen days following the deposition shall be covered by the provisions of this Protective Order.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

(d) for data obtained by the Commission that are the subject of the Court’s September 10, 2019 Stipulated Order Requiring Defendants Eunjung and Jason Cardiff to Turn Over Their Mobile Phones to the Plaintiff (Dkt. 217), the Cardiffs may designate any of those data as Confidential within 30 days after the data are produced by the Commission to the Cardiffs; during those 30 days, all such data obtained by the Commission shall be treated as confidential in accordance with the Court’s Standing Order (Dkt. 80).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material, but a recipient’s prior disclosure of newly designated Protected Material shall not violate this Order. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. UNDERCOVER INFORMATION**

The Commission’s Undercover Information is protected from discovery. The Commission may redact Undercover Information from any Court filings,

1 hearing or deposition exhibits, or discovery responses. No Party or Non-Party may  
2 obtain Undercover Information from the Commission unless the Court finds that  
3 there is good cause for a party to receive such information.  
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## 5 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 7.1 Timing of Challenges. Any Party or Non-Party or the Receiver may  
7 challenge a designation of confidentiality at any time that is consistent with the  
8 Court's Scheduling Order.

9 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37-1, et seq. Any discovery motion must  
11 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

12 7.3 Burden. The burden of persuasion in any such challenge proceeding  
13 shall be on the Designating Party. Frivolous challenges, and those made for an  
14 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
15 other parties) may expose the Challenging Party to sanctions. Unless the  
16 Designating Party has waived or withdrawn the confidentiality designation, all  
17 parties shall continue to afford the material in question the level of protection to  
18 which it is entitled under the Producing Party's designation until the Court rules on  
19 the challenge.  
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## 21 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 8.1 Basic Principles. Except as provided in Sections 8.3 and 8.4, a  
23 Receiving Party may use Protected Material that is disclosed or produced by  
24 another Party or by a Non-Party in connection with this Action only for  
25 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
26 may be disclosed only to the categories of persons and under the conditions  
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described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) the Parties;

(d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) or FTC Form X33-Nondisclosure Agreement for Contractors (Exhibit B);

(e) the Court and its personnel;

(f) court reporters and their staff;

(g) the Receiver and the Receiver’s Outside Counsel of Record in this action;

1 (h) Professional Vendors to whom disclosure is reasonably  
2 necessary for this Action and who have signed the “Acknowledgment and  
3 Agreement to Be Bound” (Exhibit A);

4 (i) any person (and his or her attorneys) who had prior access to  
5 the Protected Material or participated in a communication that is the subject of the  
6 Protected Material;

7 (j) during their depositions, witnesses, and attorneys for witnesses,  
8 in the Action to whom disclosure is reasonably necessary provided: (1) the  
9 deposing party requests that the witness sign the form attached as Exhibit A hereto;  
10 and (2) they will not be permitted to keep any confidential information unless they  
11 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
12 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
13 transcribed deposition testimony or exhibits to depositions that reveal Protected  
14 Material may be separately bound by the court reporter and may not be disclosed  
15 to anyone except as permitted under this Stipulated Protective Order;

16 (k) any other witnesses or persons whom the Receiving Party  
17 believes in good faith may be witnesses (and their respective counsel), provided  
18 that they have signed Exhibit A or Exhibit B;

19 (l) any mediator or settlement officer, and their supporting  
20 personnel, mutually agreed upon by any of the parties engaged in settlement  
21 discussions; and

22 (m) any other persons or entities as required by law or as authorized  
23 by this Court.

24 8.3 Statutory and Regulatory Requirements Relating to the Commission.  
25 Notwithstanding the limitations set forth in Section 8.2 and subject to taking  
26 appropriate steps to preserve confidentiality, the Commission may use or disclose  
27 Protected Material to other governmental entities, as provided by 16 C.F.R. §§ 4.9–  
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1 4.11, 15 U.S.C. §§ 46(f) and 52, or any other legal obligation imposed upon the  
2 Commission. Such entities include officers and employees of Federal or State law  
3 enforcement agencies (including duly authorized employees of the Commission)  
4 and congressional committees.

5 8.4 Duties of the Receiver. Notwithstanding the limitations set forth in  
6 Section 8.2 and subject to taking appropriate steps to preserve confidentiality, the  
7 Receiver may disclose Protected Material to: (1) state or federal agencies,  
8 including the Internal Revenue Service and law enforcement agencies, as necessary  
9 to fulfill the Receiver's duties in this action; or (2) other persons when necessary to  
10 protect the interests of the Receivership Estate.

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12 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
13 **PRODUCED IN OTHER LITIGATION**

14 If a Party or the Receiver is served with a subpoena or a court order issued in  
15 other litigation that compels disclosure of any information or items designated in  
16 this Action as "CONFIDENTIAL," it must:

17 (a) promptly notify in writing the Designating Party. Such notification shall  
18 include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order to  
20 issue in the other litigation that some or all of the material covered by the subpoena  
21 or order is subject to this Protective Order. Such notification shall include a copy  
22 of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be pursued  
24 by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party or the  
26 Receiver served with the subpoena or court order shall not produce any  
27 information designated in this action as "CONFIDENTIAL" before a  
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determination by the court from which the subpoena or order issued, unless the Party or the Receiver has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its Protected Material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party or the Receiver is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party or the Receiver is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party or the Receiver shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this Court within 14  
2 days of receiving the notice and accompanying information, the Receiving Party  
3 may produce the Non-Party's confidential information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the Court.  
7 Absent a court order to the contrary, the Non-Party shall bear the burden and  
8 expense of seeking protection in this Court of its Protected Material.  
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10 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has  
12 disclosed Protected Material to any person or in any circumstance not authorized  
13 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
14 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
15 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
16 the person or persons to whom unauthorized disclosures were made of all the terms  
17 of this Order, and (d) request such person or persons to execute the  
18 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
19 A.  
20

21 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
22 **OTHERWISE PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain  
24 inadvertently produced material is subject to a claim of privilege or other  
25 protection, the obligations of the Receiving Parties are those set forth in Federal  
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
27 whatever procedure may be established in an e-discovery order that provides for  
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1 production without prior privilege review. Pursuant to Federal Rule of Evidence  
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
3 of a communication or information covered by the attorney-client privilege or  
4 work product protection, the parties may incorporate their agreement in the  
5 stipulated protective order submitted to the Court.

### 6 7 **13. MISCELLANEOUS**

8 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.

10 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order, neither any Party nor the Receiver waives any right it otherwise  
12 would have to object to disclosing or producing any information or item on any  
13 ground not addressed in this Stipulated Protective Order. Similarly, neither any  
14 Party nor the Receiver waives any right to object on any ground to use in evidence  
15 of any of the material covered by this Protective Order.

16 13.3 Filing Protected Material. Anyone who seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
18 may only be filed under seal pursuant to a court order authorizing the sealing of the  
19 specific Protected Material at issue; good cause must be shown in the request to  
20 file under seal. If a request to file Protected Material under seal is denied by the  
21 Court, then the Receiving Party may file the information in the public record  
22 unless otherwise instructed by the Court.

### 23 24 **14. FINAL DISPOSITION**

25 After the final disposition of this Action, within 60 days of a written request  
26 by the Designating Party, each Receiving Party must return all Protected Material  
27 (including all copies, abstracts, compilations, summaries, and any other format  
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1 reproducing or capturing any of the Protected Material) to the Producing Party or  
2 destroy such material, except as follows:

3       A.     Designating parties may maintain copies of all of their own Protected  
4 Material.

5       B.     The Commission shall retain, return, or destroy Protected Material in  
6 accordance with 16 C.F.R. § 4.12, and may retain such information to assist with  
7 other ongoing law enforcement matters or policy or research matters consistent  
8 with the Commission's mission, provided that the Commission continues to take  
9 all appropriate steps to protect the confidentiality of the materials.

10       C.     Any law enforcement agency other than the Commission that has  
11 received copies of any Protected Material may retain such information to assist  
12 with other ongoing law enforcement matters, provided that the law enforcement  
13 agency continues to take all appropriate steps to protect the confidentiality of the  
14 materials.

15       D.     Any congressional committee may maintain copies of Protected  
16 Materials obtained from the Commission as required under 15 U.S.C. § 57b-2 and  
17 16 C.F.R. § 4.11(b).

18       Whether the Protected Material is returned or destroyed, the Receiving Party  
19 must submit a written certification to the Producing Party (and, if not the same  
20 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
21 (by category, where appropriate) all the Protected Material that was returned or  
22 destroyed, and (2) affirms that the Receiving Party has not retained any copies,  
23 abstracts, compilations, summaries or any other format reproducing or capturing  
24 any of the Protected Material. Notwithstanding this provision, counsel are entitled  
25 to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
26 hearing transcripts, legal memoranda, correspondence, deposition and trial  
27 exhibits, expert reports, attorney work product, and consultant and expert work  
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1 product, even if such materials contain Protected Material. Any such archival  
2 copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

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5 **IT IS SO ORDERED.**

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7 **DATED:** September 24, 2019

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**PAUL L. ABRAMS**  
10 **UNITED STATES MAGISTRATE JUDGE**  
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**Exhibit A**

**Acknowledgement and Agreement to Be Bound**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ in the case of Federal Trade Commission v. Jason Cardiff, et al., Case No. 18-cv-02104-SJO-PLAx. I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceeding occurs after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent of service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]

**Exhibit A**



UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION  
WASHINGTON, D.C. 20580

**NONDISCLOSURE AGREEMENT FOR CONTRACTORS**

- (1) **Disclosure of FTC materials and information.** I will not divulge FTC materials and information for any purpose to any person other than an authorized person.
- “FTC materials and information” includes both materials and information provided to me by the FTC (whether the FTC received such materials and information from a submitter or generated them internally) and produced by me pursuant to my work for the FTC. It includes materials and information in any form, including, for example, electronic form, and it includes information identifying the existence of a nonpublic FTC investigation.
  - An “authorized person” is
    - (1) a member of the FTC staff, or
    - (2) other contractor personnel from whom the Contracting Officer has received a signed FTC “Nondisclosure Agreement for Contractors.”
- (2) **Use of FTC materials and information.** I will not directly or indirectly use, or allow the use of, FTC materials and information for any purpose other than that directly associated with my officially assigned duties. I will not reveal the nature or content of FTC materials and information to any unauthorized person, either by direct action, counsel, recommendation or suggestion.
- (3) **Return of FTC materials and information.** At the conclusion of my work under this contract, I will return to the FTC (or destroy, at the request of the Contracting Officer’s Technical Representative) all FTC materials, including copies, and all records containing FTC materials and information.

Consistent with the above, I understand that all reports or data first produced during my contract with the FTC and in connection with that contract shall be the sole property of the government.

None of these provisions shall limit disclosures: (1) at and consistent with directions of FTC staff, during an adjudicative or judicial proceeding to which the FTC is a party; or (2) with the written consent of the FTC General Counsel, or the General Counsel’s delegate, which consent can only be given if consistent with the FTC Act, the FTC’s Rules of Practice, and any other applicable laws, regulations, or orders.

Sanctions for misuse of FTC materials and information may include a fine of up to \$10,000, imprisonment of up to ten years, or both.

\_\_\_\_\_ (typed or printed name)  
\_\_\_\_\_  
\_\_\_\_\_ (signature) \_\_\_\_\_ (company)  
\_\_\_\_\_ (date) \_\_\_\_\_ (contract number)

(At the time of contract award, the Contracting Officer is \_\_\_\_\_;  
the Contracting Officer’s Technical Representative is \_\_\_\_\_ )